UNISYS

UNISYS CORPORATION
TRADING PARTNER AGREEMENT – CLEARINGHOUSE

Please read the entire agreement and provide your electronic signature of acceptance on the final page of this document.

This Electronic Trading Partner Agreement (hereinafter 'Agreement") is made by and between Unisys Corporation ('Unisys")(Acting on behalf of the State of Maine , DEPARTMENT OF HEALTH AND HUMAN SERVICES)and the party named at the end of this document ("Company"), a Clearinghouse.

WHEREAS, Unisys performs certain claims processing and administrative services; and,

WHEREAS, Company provides services including receiving information from a party and sending all or part of that information to various other entities, or to the party, in standard and nonstandard formats; and,

WHEREAS, the information Company and Unisys (collectively, the "Parties") desire to exchange by and through electronic communications, certain claims and billing information that may contain identifiable financial and/or protected health information ('PHI") as defined under the Health Insurance Portability and Accountability Act of 1996 ('HIPAA"), 45 Code of Federal Regulations Parts 160-164, and applicable regulations that implement Title V of the Gramm-Leach-Bliley Act, 15 U.S.C. § 6801, et seq. (the "GLB Regulations") now or as later amended; and,

WHEREAS, the Parties agree to safeguard any and all PHI or other data received, transmitted or accessed electronically to or from each other in accordance with HIPAA and the GLB Regulations, and desire to set forth in writing their understanding with respect to these communications and the covenant of confidentiality and nondisclosure of PHI or other Data.

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt of which is hereby acknowledged, the Parties hereto agree as follows:

I.   DEFINITIONS.

Clearinghouse - A public or private entity, including a billing service, repricing company, community health management information system or health information system, or 'value-added" networks and switches, that: (1) process or facilitate the processing of health information received from another entity in a nonstandard format or containing nonstandard data content into a standard data element or a "Standard Transaction" as defined in Section II, below; (2) receive a Standard Transaction from another entity, and process or facilitate the processing of health information into nonstandard format or nonstandard data content for the receiving entity, or (3) otherwise conducts any EDI transactions with Unisys.

Companion Guides. - aka 'Guide" here within the TPA. Companion Guide will be created to help assist submitters in their submission of Maine Medicaid claims to Unisys.

Data - Any information provided and/or made available by either of the Parties to the other, and includes, but is not limited to enrollment and eligibility data, claims data, and PHI.

Electronic Data Interchange ("EDI") Companion Guide - A technical user's manual provided to Company to assist Company and its clients in preparing and completing electronic data interchange. Unisys reserves the right to revise and update the EDI Reference Guide ('Guide") in its sole discretion.

Health and Human Services ("HHS") Privacy Standard Regulation - 45 Code of Federal Regulations ("CFR") at Title 45, Parts 160 through 164.

Health and Human Services ("HHS") Security Standard Regulation - 45 Code of Federal Regulations ("CFR") at Title 45, Parts 160, 162 and 164.

HHS Standard Transaction Regulation - 45 CFR Parts 160 and 162.

Individual - The person who is the subject of the Data, as defined by 45 CFR § 164.501.

Proprietary Data - Information used or created by Unisys in the conduct of its business activities that is not normally made available to Unisys' customers, competitors, or third parties, the disclosure of which will or may impair Unisys' competitive position or otherwise prejudice Unisys' ongoing business. Company would not otherwise have access but for its contractual relationship with Unisys.

II. INTRODUCTION.

This Agreement authorizes the Parties to electronically exchange Data, including PHI, through a public or private telecommunications network using language and code sets authorized at 45 CFR § 160 et seq., in an efficient and cost-effective manner without limiting the obligations of each party as set forth in this Agreement or imposed by applicable law, solely for the purposes set forth herein, in accordance with the terms "Standard" and 'Transactions" as defined at 45 CFR § 160.103 (hereinafter aggregated and referred to as 'Standard Transactions"), the privacy standards described and referenced below, and requirements for non-standard transactions (if applicable). Any Data, Proprietary Data or PHI exchanged under this Agreement is to be used and exchanged solely as authorized by HIPAA, and is further subject to the terms and conditions set forth in this Agreement. Company acknowledges that coverage for any services furnished by a Provider and electronically exchanged through this Agreement is subject to the terms and conditions of the individual's benefit program, any participation agreement between Provider and Unisys, and Unisys' policies and procedures.

III. TERM, TERMINATION and SUSPENSION.

The term of this Agreement shall commence upon its execution. Company agrees that its ability to transmit, receive or otherwise electronically access Data will cease if Company or Unisys terminates this Agreement.

Either party may terminate this Agreement without cause upon sixty- (60) days prior written notice or immediately by either party for cause.

This Agreement may immediately be terminated in the event of a material breach. A material breach shall include, but not be limited to, breach of any substantive term(s) of this Agreement, fraud, abuse, and/or failure to protect PHI. The terminating party may rescind notice of termination if the other party successfully cures the breach complained of to the terminating party's satisfaction. Each party may also temporarily suspend electronic communications under this Agreement to protect computer or data systems in cases of emergencies, or to perform maintenance. Each party agrees to minimize the frequency and duration of these temporary suspensions. This Agreement shall automatically terminate in the event there is no electronic transaction activity for six (6) consecutive months.

Any ambiguity in any term or condition of this Agreement shall be resolved in favor of a meaning that permits the parties to comply with HIPAA.

IV. UNISYS OBLIGATIONS.

A. ID(s) and Password(s) - Upon execution of this Agreement, Unisys will assist in establishing Company logon ID(s) and password(s) to allow Company to authenticate its identity and transmit data electronically for Providers and Employer Groups identified in EDI Transaction Application.
Unisys shall retain title to all logon ID(s) and password(s), and reserves the right to change any logon ID or password at any time, for any reason, or if required to do so by law, regulation, or court order.

B. Data - The Data the Parties may exchange pursuant to this Agreement may change as a result of changes in law or regulation, or actions taken by an employer group in accordance with the terms and conditions of certain health care benefits contracts, or changes made to those contracts. Unisys' response to inquiries does not guarantee coverage. Acceptance by Unisys of the Data Company sends electronically, on any Provider or Employer Group's behalf, does not constitute guarantee of reimbursement.

V. COMPANY OBLIGATIONS and AUTHORIZATIONS.

A. Provision of Data - Company may provide Unisys Data electronically, including the minimum necessary PHI (see 45 CFR § 164.502(b)) in accordance with the terms of the Agreement and the Guide. Company is solely responsible to ensure that the Data it provides
Unisys is correct.

B. Logon ID and Password - Company agrees to protect Unisys' logon ID(s) and password(s) from compromise, release or discovery by any unauthorized person, and shall not disclose logon ID(s) and password(s) to any third party in any manner. A breach of this provision shall be considered material. In the event a breach occurs, Company must notify

Unisys immediately as set forth in the Guide. Company acknowledges and agrees that only Company personnel it designates shall be permitted to use the logon ID(s) and password and only within the scope of the approved application. Company's use of logon ID(s) and password(s) constitutes an Electronic Signature that confirms Company's willingness to remain bound by these terms and conditions and ratify any transaction conducted electronically by Unisys. In the event logon ID(s) and/or password(s) are compromised, Clearinghouse shall be responsible for such ramifications resulting from Clearinghouse's failure to protect Unisys logon ID(s) and password(s).

C. Company's Costs - Company shall assume all its internal costs to transmit, access and receive Data electronically including, but not limited to, the costs of computers, terminals, connections, modems, and browsers that have the capability to use HIPAA-mandated code-set

Standard Transactions, and the costs of providing sufficient security measures to safeguard receipt and transmission of PHI in accordance with 42 USC § 1320d-2(d), 45 CFR § 164.530 and the implementing regulations issued by HHS to preserve the integrity and confidentiality of, and to prevent non-permitted use or violations of disclosure of PHI.

D. Authorization to Use Data - Company's use of a Unisys system or process under this

Agreement constitutes authorization and direction to Unisys to use the PHI or other Data received from Clearinghouse to adjudicate and process health care claims Unisys receives from Company on behalf of Company's contracted employer groups or health care providers. Company acknowledges the sensitive, confidential and proprietary nature of this Data, and of Unisys' proprietary electronic communications processes. Company may access, receive and transmit only that Data in such format as described in the Guide. No electronic communication will give rise to any obligation until it is accessible at the receiving party's computer as set forth in the Guide. Company acknowledges that Unisys may disclose the PHI it makes available to Unisys concerning Individuals who are members of a plan to the plan sponsor or the group health plan consistent with HIPAA's requirements and the language set forth herein.

E. Testing - Prior to the initial data transmission for each type of transaction, Company will test and cooperate with Unisys in testing Company's operating system to ensure the accuracy, timeliness, completeness, compatibility, and confidentiality of each data transmission.

F. Limited Access - Company will not obtain access by any means to data or Unisys' operating system. In the event Company receives data not intended for Company, Company will immediately notify Unisys and delete the data from its operating system.

G. Notice of License Impairment - Company shall notify Unisys immediately in writing of any existing or subsequent suspension or revocation of Company's license or certificate, or exclusion of participation in the Medicare, Medicaid, or any other federal program.

H. Relationship with Employer Groups and/or Providers - Company agrees to execute

Business Associate or Trading Partner Agreements with each individual Employer Group and/or Provider with whom Company does business, and shall provide Unisys, at such reasonable time(s) as Unisys shall request, written verification of any or all Employer Group or Provider(s)' status in executing such agreements. Unisys reserves the right to refuse to accept any Data from Company that has been sent from any Employer Group or Provider which has not executed an appropriate Business Associate or Trading Partner Agreement with Company.

VI.   INDEMNIFICATION.

Each party hereby recognizes and acknowledges that each party is responsible for its own conduct and the conduct of its officers, directors, employees and agents, and that each is responsible for any losses, liability, damages, costs and expenses that it incurs in the event that any claim is made by any person arising out of any of that party's acts or omissions related to this Agreement. In the event that either party receives notice of any action, claim, or proceeding that alleges or otherwise involves any act or omission of the other party; it shall promptly give notice to the other party and provide the other party with the opportunity and all reasonable assistance in the defense of such action. It is recognized that it may be necessary depending on the procedural status of the matter for one party to implead another party or to join it in litigation as a third party defendant. In the event that the other party does not respond and defend, such other party shall indemnify the notifying party for any losses, liability, damages, costs and expenses that the notifying party incurs by reason of the failure of the other party to respond and defend; provided that it is understood that each party will carry errors and omissions insurance, and it is not intended that this Agreement should be interpreted or administered by the parties in any manner to invalidate any such insurance coverage. This section shall survive the termination of this Agreement. Neither party shall be liable to the other party for damages caused by circumstances beyond its control, including, without limitation: "hackers" who gain access to the system or Data in spite of a party's compliant security measures, a major disaster, epidemic, the complete or partial destruction of its facilities, riot, civil insurrection, war or similar causes. Neither party shall be liable to the other party for any special, incidental, exemplary or consequential damages.

VII.   COMPLIANCE WITH PRIVACY STANDARDS.

Each party will develop, implement, maintain and use appropriate administrative, technical and physical Data safeguards, in compliance with 42 U.S.C. § 1320d-2(d), 45 CFR § 164.530(c) and patient confidentiality provisions of applicable state statutes or regulations, and shall comply with any applicable GLB Regulations, or any amendments to any of these statutes or regulations.

Each party shall execute Trading Partner, and/or Business associate Agreements, acceptable to Unisys, with subcontractors or agents that provide services involving maintenance, use or disclosure of PHI, ensuring that any subcontractors or agents to whom it provides PHI agree in writing to those restrictions that, with respect to such PHI, apply to that individual subcontractor or agent. Each party agrees that it will not maintain, use, make available or further disclose PHI other than as permitted or required by this Agreement or as required by law.

If any activity under this Agreement would cause any Party to be considered a "Business Associate" of any other Party under 45 CFR. § 160.103, the following restrictions will apply to all uses and disclosures of PHI. The Business Associate will: (i) Not use or further disclose PHI other than as permitted or required by this Agreement, or to comply with judicial process or any applicable statute or regulation; (ii) Notify the other Party in advance of any disclosure of PHI that the Business Associate is required to make under any judicial or regulatory directive; (iii) Use appropriate safeguards to prevent use or disclosure of PHI other than for the purposes required in this Agreement; (iv) Report to the other parties any use or disclosure of PHI not provided for in this Agreement of which the Business Associate becomes aware; (v) Ensure that any agents or subcontractors to whom the Business Associate discloses PHI received from another party, or created on behalf of another party, agrees to the same restrictions and conditions that apply to the protection of information under this Agreement; (vi) Make PHI available to individuals as required by 45 CFR § 164.524;

(vii) Make PHI available for amendment and incorporate any amendments to PHI in accordance with 45 CFR § 164.526;

(viii) Make available the information required to provide an accounting of disclosures in accordance with 45 CFR § 164.528; (ix) Make its internal practices, books, and records relating to the use and disclosure of PHI received from, or created or collected by the Business Associate on behalf of another Party, available to the Secretary of HHS when called upon for purposes of determining the other Party's compliance with federal privacy standards; and (x) At termination of this Agreement, if feasible, return or destroy all PHI received from another Party, or created or collected by the Business Associate on behalf of the other Party, that the Business Associate still maintains in any form and retain no copies of such PHI or, if such return or destruction is not feasible, or if the PHI is still used to perform business functions, continue to treat all such PHI in accordance with the limits provided in this Agreement, and applicable law and regulation.

VIII.   SYSTEMS AND PERSONNEL SECURITY/UNAUTHORIZED DISCLOSURES.

The Parties shall comply with the final version of the data security standard promulgated by HHS (final version found at 45 CFR Part 160, 162, and 164, published February 20, 2003, 68 Federal Register, Pages 8334-8381, the "Security Standard"). On or before the required compliance date of the final Security Standard, the Parties will adopt any necessary modifications to their practices for maintaining PHI or transmitting PHI electronically, and shall provide any written assurances required under the final Security Standard to prevent unauthorized access to Data. If an unauthorized disclosure of PHI, or the discovery of unauthorized access to and/or tampering with the Data or Unisys' Proprietary Data is discovered, the disclosing party will immediately report to the other party, using the most expeditious medium available, no later than twenty-four (24) hours after such discovery/disclosure is made, the following information: (i) the nature of the disclosure, (ii) PHI used or disclosed, (iii) the individual(s) who made and received the disclosure, (iv) any corrective action taken to prevent further disclosure(s) and mitigate the effect of the current disclosure(s), and (v) any such other information reasonably requested by the non-disclosing party. The Parties will cooperate in the event of any litigation concerning unauthorized use, transfer or disclosure of such Data. Failure to adhere to this section may constitute violation(s) of applicable federal and state laws and regulations and may constitute just cause for immediate termination of this Agreement.

IX.   COMPLIANCE WITH STANDARD TRANSACTIONS.

When required, the Parties shall comply with each applicable regulation when performing "Standard Transactions." The Parties will not enter into any Trading Partner Agreement related to this Agreement that: changes any definition, data condition or use of a data element or segment, nor adds any data elements or segments to the maximum defined data set as proscribed in the HHS Transaction Standard Regulation, and as further proscribed by Unisys. {See 45 CFR § 162.915(b)}. The Parties further agree that they will neither use any code or data elements marked "not used" or which are not found in the HHS Transaction Standard's implementation specifications, nor change the meaning or intent of any of the HHS Transaction Standard implementation specifications. {See 45 CFR § 162.915(c)(d)}.

X. AUTOMATIC AMENDMENT FOR REGULATORY CHANGE.

This Agreement will automatically amend to comply with any final regulation or amendment adopted by HHS

concerning the subject matter of this Agreement upon the effective date of the final regulation or amendment.

XI. NOTICES.

Any notice relating to this Agreement shall be in writing and transmitted by either (i) U.S. Mail, first class, postage prepaid; (ii) facsimile transmission to the addresses/telephone numbers in this section below. Notices or communications shall be deemed given (a) in the case of transmittal by U.S. mail, on the date of receipt by the addressee and (b) in the case of facsimile transmission, on the date the facsimile is sent.

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Unisys Corporation
45 Commerce Drive, Suite 7
Augusta, ME 04330

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XII. RECORDS AND AUDIT

The Company and its clients shall maintain, in accordance with their document retention policies and applicable law and regulation, and for a minimum of five (5) years, true and correct copies of any source documents from which they reproduce Data. Unisys reserves the right to audit those records and security methods of Company and its clients necessary to ensure compliance with this Agreement, to ensure that adequate security precautions have been made to prevent unauthorized disclosure or, to verify the accuracy and authenticity of the services underlying any EDI transaction.

XIII.   SURVIVAL OF PROVISIONS.

Any provision of this Agreement, which requires or reasonably contemplates the performance or existence of obligations by either party after the termination of the Agreement shall survive such termination.

XIV.   ASSIGNMENT/NO AGENCY.

No right or interest in this Agreement shall be assigned by either party without the prior written permission of the other party. Nothing in this Agreement will place Unisys and Company in a relationship whereby either (1) is principal or agent of the other for any purpose; or (2) has the authority to bind the other in any way.

XV.   GOVERNING LAW/VENUE.

The laws of the State of Maine shall govern the construction, interpretation and performance of this Agreement and all transactions under it, except to the extent federal law preempts them.

XVI.   WAIVER OF RIGHTS.

No course of dealing or failure of either party to strictly enforce any term, right or condition of the Agreement shall be construed as a waiver of such term, right or condition.

XVII.   SEVERABILITY.

If any provisions of this Agreement shall be deemed invalid or unenforceable, such invalidity or unenforceability shall not invalidate or render unenforceable the entire Agreement, but rather the entire Agreement shall be construed as if not containing those invalid or unenforceable provision(s), and the rights and obligations of each party shall be construed and enforced accordingly.

XVIII.   MODIFICATION.

Unisys reserves the right to amend the EDI Companion Guides, Application, and Forms from time to time. Unisys may amend this Agreement upon thirty (30) days written notice.

XIX.   -

RELATIONSHIP OF UNISYS TO STATE OF MAINE, DEPARTMENT OF HEALTH AND HUMAN SERVICES

This Agreement constitutes a contract between Company and Unisys. Unisys is an independent corporation operating under a service agreement for the State of Maine, DEPARTMENT OF HEALTH AND HUMAN SERVICES as the

Medicaid Fiscal Agent. Company has not entered into this Agreement based upon representations by any person other than Unisys, and no person, entity or organization other than Unisys can be held accountable or liable to Company for any of Unisys' obligations to Company under this Agreement.

XX.   ENTIRE AGREEMENT.

This Agreement and any Manuals, Guides, Exhibits, Applications and Attachments thereto shall constitute the entire Agreement between the Parties with respect to EDI Transactions between the parties and shall not be altered, varied, revised or amended except in writing signed by both Parties. The provisions of this Agreement supersede all prior oral or written quotations, communications, agreements and understandings of the Parties with respect to EDI Transactions between the parties.

☐ I attest that I have read and agree to all of the terms and conditions of the above Trading Partner Agreement and am authorized to bind the Company to the terms.   (Link)

I understand and agree that checking the box to the left constitutes my electronic signature on the above Trading Partner Agreement under Maine State Law.

Company name: _____

Name of Individual
that has electronically signed
the Agreement above and is
authorized to bind the Company: _____

Position: _____

FEIN of Company /
SSN of Individual: _____

Date: _____